



## Manhattan Beach Studios | Studio Rental

This agreement is between Manhattan Beach Studios LLC ("Company") and \_\_\_\_\_ ("Renter") for the ability to access space at the Company's premises. The rental commences on \_\_\_\_\_ at \_\_\_\_\_ and extends to \_\_\_\_\_ at \_\_\_\_\_.

The access period commences upon the established time and ends when Renter has departed, and the space restored to arrival condition.

### 1. RATES

The rate for studio rental is \_\_\_\_\_. Renter is authorized to use Studio stands and backdrops, and as agreed strobes and modifiers. Other gear shall be used by permission and at agreed rental rate only.

Renter agrees that seamless paper and other commodities are additional and agrees to pay \$4/foot for discarded seamless. Extreme flash usage (over 300 pops) shall be charged an additional \$15 per flash to cover wear to flash tube and modeling light.

Expenses charged by MBS Media Campus shall be in addition to the rental rate. This includes: \$15/car per day, MBS Café or expendable purchases, requested air conditioning after business hours, etc.

### 2. CLEANING & TRASH

Renter agrees to leave the Studio and all contents, equipment and fixtures in the same condition as they were when Renter arrived. Items shall be placed in designated storage areas at the completion of each session. Cleaning charges of \$175 shall be charged for excessive (atypical) cleaning requirements.

### 3. STUDIO RULES

- No smoking, intoxication or illegal drugs.
- Music is to be kept at reasonable levels.
- No pets without prior consent.
- Rental time ends when the last person in your group walks out of the Studio.
- Renter shall use his/her/its own gear except as specifically permitted to use other gear.
- The studio must be returned to original condition.
- A studio/stage manager may be present in or around the studio room and studio office throughout the rental period.

### 4. WAIVER OF LIABILITY AND INDEMNIFICATION

Use of the Studio and equipment is at Renter's risk. Renter hereby agrees that Company, and MBS Media Campus, and each of their owners, partners, employees, agents, representatives, associates, contractors, other tenants and guests (the "Released Parties") will not be held liable and shall be held harmless for any direct, indirect, incidental or consequential damage, injury or loss to Renter, its party, guests, employees, agents, contractors or possessions while at the

Studio. Any issues, damages and other notable matters shall be reported to Company immediately and Renter shall terminate use of the space in the event of any unsafe condition.

Renter shall be solely responsible for any damages to or loss of Company's equipment and possessions. Renter shall ensure that each and every guest, including artists, models and so forth have signed a release completely releasing the Released Parties from any liability including all direct, indirect, incidental or consequential damages, injuries or losses.

Renter shall hold harmless and indemnify the Released Parties against any damage, liability, suit, claim, loss, accident, judgment, fine, injury or other costs or damages, including reasonable attorney's fees which may result from any claim, damage, loss, cost or expense related to Renter's compliance with this Agreement, negligence or misconduct, or any claims by Renter, Renter's personnel, employees, agents, associates, invitees, guests, models, contractors or any other of its personnel stemming from or in connection with the use of the Studio, including any allegations of negligence or misconduct by the Released Parties. This indemnification shall continue in full force and effect during and after the term of the rental. The Studio is provided as is and is used solely at Renter's risk.

## **5. CONDUCT**

This is a shared space and we maintain a professional environment. Renter shall be solely responsible for the conduct and welfare of all persons accompanying Renter while on Company's premises. Termination for conduct shall not waive Tenant for Tenant's financial responsibilities and no refund shall be entitled. Tenant will comply with all instructions from lot security, including parking instructions.

## **6. RELEASES/AGE OF MODELS**

Renter is solely responsible for verifying that all photographic subjects are of legal age, unless a minor release is obtained, and a parent or legal guardian is present. Company has no responsibility to determine or verify the age of participants in Renter's activities but reserves the right to demand proof of age/parental consent if models or photographic subjects are or may be under age (although this right does not imply that Company has an obligation to act on this right). Company shall be held harmless in the case of a failure to execute and maintain a signed model release, as well as an invalid ID or any other form of age verification.

## **7. INSURANCE**

Businesses, Corporations, Production Companies and other legal entities may be required, prior to rental, to present a certificate of general liability insurance naming Manhattan Beach Studios as additionally insured on the dates of the rental. If so required, Renter's liability insurance shall be deemed primary and non-contributory insurance in the event of any claim or suit. Liability insurance shall be Commercial General Liability with a minimum of \$1,000,000 per occurrence & annual aggregate and equipment damage and theft of at least \$100,000. Failure to maintain or provide insurance shall authorize Company to cancel events as late as the day of the event and shall be entitled to a cancellation fee equal to the amount that would have been paid for the rental. Additionally, Company may purchase an event insurance policy naming it as beneficiary at Renter's expense.

In addition to, or in lieu of insurance, Renter shall sign a credit card authorization or provide a cash or cash-equivalent deposit for use of studio equipment.

## **8. STUDIO EQUIPMENT**

If agreed, on a rental basis Company agrees to provide equipment in good working order but

makes no special guarantees as to said equipment's functionality or suitability to Renter's purposes. Renter shall notify Company immediately of any malfunction, damage or other issues with the equipment.

**9. DAMAGE AND SECURITY**

Renter shall be solely responsible for any damage to Company's studio, property or equipment that occurs during the time Renter or his party occupies the Studio. Renter shall supervise and be responsible for all activities of any guests, employees, contractors or clients. Renter agrees to pay reasonable additional repair costs to bring damaged equipment back to working condition. Renter agrees to pay for damage to the Studio including spills, excessive wear, marks or stains on furniture, fixtures or painted surfaces.

**10. DISPUTE RESOLUTION**

If a dispute arises out of, or in connection with this Contract, the parties agree to meet to pursue resolution through negotiation or other appropriate dispute resolution process before resorting to litigation.

**11. MISCELLANEOUS**

Renter shall comply in all respects with all federal, state, county, city, or other local laws, regulations and ordinances and all rules and regulations of any governmental authority, in connection with this Agreement. This Agreement incorporates the entire understanding and agreement between Company and Renter. Any modifications of this Agreement must be in writing and signed by both parties. Any waiver of a breach or default hereunder shall not be deemed a waiver of a subsequent breach or default of either the same provision or any other provision of this Agreement. The laws of the State of California shall govern this Agreement.

**12. LIST ALL ADDITIONAL PERSONNEL**

The following individuals may be on-site as part of this rental. Renter shall ensure that all personnel listed, as well as those guests and other invitees and licensees understand and agree to the terms hereof and as necessary shall have signed the Studio release:

The following signatures constitute a legal and binding Agreement between Renter and Manhattan Beach Studios.

\_\_\_\_\_  
Renter:  
Phone:  
Email:

\_\_\_\_\_  
Manhattan Beach Studios LLC  
by Mark Nicholas, Owner

Address:

Date:

# Special Terms Addendum

## Manhattan Beach Studios

The following items are specifically requested. Rental rates and other agreements are indicated below:

\_\_\_\_\_  
Renter:

\_\_\_\_\_  
Manhattan Beach Studios LLC  
by Mark Nicholas, Owner

# General Release

## Manhattan Beach Studios LLC

You are required to sign a waiver of liability, release and indemnification to permit access to the studio and space at Manhattan Beach Studios LLC (the “Studio”).

### WAIVER OF LIABILITY

Use of the Studio and equipment is at your risk. You agree to hold harmless Manhattan Beach Studios LLC, MBS Media Campus and each of their owners, partners, employees, agents, representatives, associates, contractors, other tenants and guests (the “Released Parties”). The Released Parties shall not be held liable for any direct, indirect, incidental or consequential damage, injury or loss to you, your organization, guests, contractors or possessions while at the Studio. You understand that in a studio environment there may be wires, heavy equipment and other dangerous conditions and you understand that this waiver and release means that you will not hold or seek to hold the Studio liable or responsible in any way for any injury, loss, damage, cost or expense you incur by your being on the premises.

You are responsible for any damages to or loss of your equipment and possessions, regardless of cause, and shall not hold or seek to hold the Released Parties liable or responsible for any damage or loss for equipment or possessions.

### RESPONSIBLE FOR DAMAGES

You are responsible for any damage, costs or injuries you cause or occur during your use of the space, whether to a person or to any equipment or the facility, which are related to your production or access to / use of the space, unless caused by the misconduct or gross negligence of the Released Parties.

### INDEMNIFICATION

You shall hold harmless and indemnify the Released Parties against any damage, liability, suit, claim, loss, accident, judgment, fine, injury or other costs or damages, including reasonable attorney’s fees which may result from any claim, cost, damage or liability related to your or your personnel or guests’ compliance with this release, negligence or misconduct, or any claims by you, your personnel, employees, agents, associates, invitees, guests, models, contractors or any other personnel stemming from or in connection with the use of the Studio, including any allegations of negligence or misconduct by the Released Parties. This indemnification shall continue in full force and effect during and after the term of your/their use. The Studio is provided as-is and is used solely at your own risk. In the case of multiple individuals who comprise your team, you ensure, represents and warrant that such individuals shall agree to compliance with this release and indemnification.

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Print Name:

Email:

Phone:

Date: